



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: April 25, 2017

DATE: Wednesday, April 19, 2017
TO: Board of County Commissioners
FROM: Aaron R. Kenneston, Emergency Management & Homeland Security Administrator

THROUGH: Al Rogers, Director of Management Services

SUBJECT: Approve and execute a Cooperative Agreement between Washoe County and the Pyramid Lake Paiute Tribe for the provision of Fire and Emergency Medical Services to the privately held areas of Sutcliffe to include provision of Fleet Maintenance to the Tribe's Public Safety Fleet and authorize the Chair to sign the Agreement and direct the Finance Department to make the necessary changes to the Equipment Services Division Budget. (Commission District 5)

SUMMARY

It is recommended that Commissioners approve and execute the attached Cooperative Agreement between Washoe County and Pyramid Lake Paiute Tribe for the provision of Fire and Emergency Medical Service to the privately held areas of Sutcliffe and the provision of Fleet Maintenance to the Tribe's Public Safety Fleet.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

July 27, 2010- Board of County Commissioners approved a Cooperative Agreement between Washoe County and the Pyramid Lake Paiute Tribe for the provision of fire services to the privately held areas of Sutcliffe.

BACKGROUND

Consistent with action taken at the July 27, 2010 commission meeting, the Tribe per the Agreement has been providing service to the Sutcliffe area of Washoe County. Washoe County and Tribal staff established a Mutual Aid Agreement (MAA) to address the needs of the Tribe related to maintenance and repairs of their Public Safety Fleet. As a result of these discussions and the current condition of the fleet, the County provides emergency repairs in order to assist in keeping critical Fire and rescue apparatus in service. The Tribe requested and staff supported the Cooperative Agreement that facilitates the provision of service and a method by which Washoe County is compensated.

AGENDA ITEM # 16e

FISCAL IMPACT

The Washoe County General Fund Fire Suppression budget includes \$1,500 in cost center 187510 account 710400 for the compensation required in section 4 of the cooperative agreement. This compensation is for the purpose of offsetting some of the service costs that the Tribe may incur due to this agreement. The cost of the fleet maintenance will be paid by the Tribe. Parts for repairs will be paid directly by the Tribe and the labor costs for the Equipment Services Division (ESD) staff will be paid out the ESD fund and then invoiced to the Tribe based on the hours of work performed. The Tribe will either provide the parts identified in the quote or authorize a representative of ESD to use existing accounts with parts vendors to purchase the identified parts. The revenue generated from the billings will be deposited to cost center 690301 account 492100 and is source of revenue for the ESD fund

RECOMMENDATION

Staff recommends the Commission approve and execute the attached Cooperative Agreement between Washoe County and Pyramid Lake Paiute Tribe for the provision of Fire and Emergency Medical Service to the privately held areas of Sutcliffe and the provision of Fleet Maintenance to the Tribe's Public Safety Fleet.

POSSIBLE MOTION

Should the Commission agree with staff's recommendation, a possible motion could be "move to approve and execute the attached Cooperative Agreement between Washoe County and Pyramid Lake Paiute Tribe for the provision of Fire and Emergency Medical Service to the privately held areas of Sutcliffe and the provision of Fleet Maintenance to the Tribe's Public Safety Fleet."

**COOPERATIVE AGREEMENT BETWEEN WASHOE COUNTY
AND THE PYRAMID LAKE PAIUTE TRIBE FOR
PROVISION OF FIRE & MEDICAL SERVICES**

This Cooperative Agreement ("Agreement") is made and entered into by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), and the Pyramid Lake Paiute Tribe of Nevada, a sovereign, federally recognized Indian Tribe (here in after "the Tribe").

WHEREAS, County is authorized by NIRS 277.180 to enter into interlocal and cooperative agreements with other public agencies for the joint and cooperative use of fire-fighting resources for the protection of property and the prevention and suppression of fire;

WHEREAS, the Tribe, as a sovereign, federally recognized Indian Tribe, governed by a Tribal Council established pursuant to Article III, section 1 of the Tribe's Constitution and the bylaws of the Pyramid Lake Paiute Tribe, is authorized to and does provide fire protection and medical first response services to its members, and further is authorized to enter into related contracts and agreements with other public agencies;

WHEREAS, County has previously provided fire suppression response to privately owned land located on or near the Tribe's reservation at Sutcliffe area, but the number of those privately owned parcels has now dropped to a total of seven, identified on Exhibit A hereto, with the balance of land ownership in the area vested in the Tribe;

WHEREAS, the Tribe is responsible for and fully capable of providing structural fire suppression and emergency medical service response on Tribe reservation lands; and

WHEREAS, County desires to have the Tribe provide fire suppression and emergency medical response to the privately owned parcels at the Sutcliffe area, and the Tribe is ready, willing and able to do so; and

WHEREAS, the Tribe desires to have the County provide maintenance and repair services to the Tribe fleet of Public Safety Equipment.

NOW THEREFORE, it is agreed between the parties as follows:

1. **FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.** On the effective date of this Agreement, the Tribe agrees to provide all structural fire suppression as well as first response medical services to the parcels described in Exhibit "A," attached hereto and incorporated herein by this reference. The quality and level of those services shall be consistent with the Tribe's current service standards and at a minimum no less than those standards in the industry under similar circumstances.
2. **MAINTENANCE AND REPAIRS OF TRIBE PUBLIC SAFETY FLEET.** On the effective date of this Agreement the County agrees to perform vehicle/equipment maintenance and repair on Tribe fire apparatus upon receipt of a duly authorized Tribe purchase order and detailed request. Upon such receipt, County, through its Equipment Services Division, shall inspect the vehicle/equipment for which the maintenance or repair is requested and provide the Tribe a written quote for the

estimated costs for repairs. Upon receipt and approval of the written quote, which will provide a breakdown of parts and labor, the Tribe will either provide the parts identified in the quote or authorize a representative of Equipment Service to use existing accounts with parts vendors to purchase the identified parts. County shall complete the authorized maintenance or repair. Upon completion of said work, County's Fire Suppression Program shall cause an invoice to be delivered to the Tribe for the quoted cost and said work. Invoices shall be due and payable by the Tribe no later than 30 days from issuance.

3. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement is effective July 1, 2017, or upon the date of the last signature hereto, whichever is later. The term of this Agreement shall be 3 years and shall be deemed automatically renewed, subject to review described next, for successive 3 year terms effective on July 1 of the applicable fiscal year, until terminated pursuant to this Agreement. However, the parties agree to report to their respective governing bodies, at least 60 days prior to expiration of the applicable 3 year term, concerning the effectiveness of this Agreement.

4. **COMPENSATION.** In consideration of the Tribe's consent to provide the services described in this Agreement, the parties agree that County will compensate the Tribe as follows:

Cash: On the effective date of this Agreement, and annually upon the anniversary of the effective date of this Agreement, County shall deliver to the Tribe the cash sum of \$ 1,500.00 for the purpose of offsetting some of the service costs. At the end of each term of this Agreement, the parties shall reevaluate the amount of the cash payment for the offsetting of the cost of services.

5. **TERMINATION.** This Agreement may be terminated by either party without cause upon delivery to the other party, at least 120 days prior to effective termination, of a written notice of termination.

6. **EMPLOYMENT STATUS.** The Tribe shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto.

7. **LIABILITY OF PARTICIPATING AGENCIES.**
 - A. To the extent limited in accordance with NRS Chapter 41 including but not limited to NRS 41.0305 to NRS 41.039, as well as applicable Tribe and Federal law, each party hereto agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omission of a party, its officers, employees, and agents arising out of the performance of this Agreement. Each party may assert all available defenses, including but not limited to the defense of

sovereign immunity as appropriate in all cases. Each party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS Chapter 41 including but not limited to NRS 41.035.

B. Each party is responsible for its respective employment matters, and the other party shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System or any equivalent Tribe or Federal system.
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS Chapter 41 including but not limited to NRS 41.0305 to NRS 41.039, as well as applicable Tribe and Federal law, the parties hereto shall indemnify and hold the other harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with provisions of NRS Chapter 41 including but not limited to NRS 41.035

8. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt request, postage prepaid on the date posted, and addressed to the other party as follows:

To the Tribe: Tribal Chairmen
Pyramid Lake Paiute Tribe
P.O. Box 256
Nixon, NY 89424

To the County: Washoe County
Office of the County Manager
Attn: Emergency Manager
P.O. Box 11130
Reno NV, 89520

9. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
10. **ENTIRE AGREEMENT & SEVERABILITY.** This Agreement contains all of the commitments and agreements of the parties on the subject matter of this Agreement. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
11. **FUNDING OUT CLAUSE:** The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the County.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY

PYRAMID LAKE
PIAUTE TRIBE

Dated this ____ day of ____, 2017

Dated this ____ day of ____, 2017

By: _____ . By: _____ .

ATTEST: